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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 10th January 2006

No. 304—li/1(B)-159/1998-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 9th December 2005 in Industrial Disputes Case No.23 of 1999 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the management of M/s. BILT Choudwar Unit, Choudwar, Daulatabad, Cuttack and its workman Shri Sudhakar Sahu, Village Madhupur, P. O. Nuabag, P. S. Hindol, Dist. Dhenkanal was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 23 OF 1999

Dated the 9th December 2005

Present :

Shri P. K. Sahoo, o.s.J.s. (Jr. Branch)
Presiding Officer, Labour Court
Bhubaneswar.

Between :

The Management of
M/s. BILT Choudwar Unit, Choudwar
Daulatabad, Cuttack.

.. First Party—Management

And

Shri Sudhakar Sahu
Village Madhupur, P. O. Nuabag
P. S. Hindol, Dist. Dhenkanal.

.. Second Party—Workman

Appearances :

For the First Party–Management	..	Shri S. Jagdev
For the Second Party–Workman himself	..	Shri Sudhakar Sahu

AWARD

The Government of Orissa in the Labour & Employment Department in exercise of powers conferred upon them by sub-section (5) of Section 12, read with clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. 2708-li/1(B) 159/1998-L. E., dated the 24th February 1999 :—

“ Whether disengagement of Shri Sudhakar Sahu, ex-Coup-in-charge by the management of M/s Ballarpur Industries Ltd., Choudwar Unit, with effect from the 1st November 1996 is legal and/or justified ? If not, to what relief Shri Sahu is entitled ?”

2. Both the parties are present

At this stage, a joint petition for compromise is filed by both the parties drawn up in Form ‘K’ along with seven copies and prayed to pass an award in terms thereof. The terms of settlement are readover and explained to both the parties and they admitted the same to be true and correct.

In view of the compromise the workman received a lump sum amount of Rs. 20,000 (Rupees twenty thousand) only from the management towards full and final settlement and accordingly he endorsed his signature in the order sheet. The settlement being fair, is recorded. An award is passed accordingly and the terms of the settlement do form part of the Award.

Dictated and corrected by me.

P. K. SAHOO
9-12-2005
Presiding Officer
Labour Court
Bhubaneswar

P. K. SAHOO
9-12-2005
Presiding Officer
Labour Court
Bhubaneswar

By order of the Governor
D. MISHRA
Under-Secretary to Government

FORM 'K'

(Under Rule 64 of the Orissa Industrial Disputes Rules, 1959)

Memorandum of Settlement, dated the 9th December 2005 by and between Shri Sudhakar Sahu, Workman of Ballarpur Industries Ltd., and the Management of Ballarpur Industries Ltd.

Representing Employer

Shri S. Jagdev
Head-Corporate Affairs
Eastern Zone, Ballarpur Industries Ltd.
64 Forest Park, Bhubaneswar-751 009.
Shri Sudhakar Sahu
S/o Brajabandhu Sahu
At Madhapur, P. O. Hindol Nuabag
Via Rasol, Dist. Dhenkanal.

Representing Workman

Made part of the Award

P. K. SAHOO

9-12-2005

Presiding Officer, Labour Court
Bhubaneswar

SHORT RECITAL OF THE CASE

WHEREAS, the workman was employed as a Coup-in-charge under the management of BILT on temporary basis in connection with the Forest Coupe Agency Work at Angul Office and continued to work as such till end of October, 1996.

AND WHEREAS, after termination of his services due to non-renewal of the contractual period, the workman Shri Sahu raised an industrial dispute questioning the legality of the said termination/alleged refusal of employment.

AND WHEREAS, conciliation being failed, the said industrial dispute was referred for adjudication to the Labour Court, Bhubaneswar and the same was registered as Industrial Dispute Case No. 23 of 1999 in the file of learned Labour Court, Bhubaneswar.

AND WHEREAS, in the meantime during pendency of the aforesaid Industrial Dispute Case, the workman approached the management for an all out compromise of his various grievances on monetary basis. After deliberating on the matter of compromise, finally the management and the workman have been able to compose all their disputes and differences amicably, fully and finally as per terms indicated hereinafter.

TERMS OF SETTLEMENT

1. As a package monetary settlement of all demands, disputes and differences between the parties with regard to the employment, non-employment, terms of employment and/or conditions of service of the workman, the management has agreed to pay to the workman Rs. 20,000 (Rupees twenty thousand) only and that the said amount will be paid by Accounts Payee Cheque bearing No. 695410, dated the 8th December 2005 drawn on Oriental Bank of Commerce, Cuttack.

2. Both parties understand and agree that since this compromise sets at rest all disputes and differences, they will file a joint petition before the Labour Court, Bhubaneswar in Industrial Dispute Case No. 23 of 1999 along with a signed copy of the settlement to accept the same and dispose of the said case in accordance with law and the aforesaid Cheque for an amount of Rs. 20,000 will be handed over to the workman before the learned Presiding Officer, Labour Court, Bhubaneswar on acceptance of the said joint petition and the workman will give a due receipt to the management for the same.

3. Both parties undertake and agree that in view of the settlement, neither party will have any other or further claim against the other in the matter of the employment, non-employment, terms of employment or conditions of service of the workman under the management.

Signed by the Employer

By the Workman

S. JAGDEV

SUDHAKAR SAHU

Head-Corporate Affairs,
(Eastern Zone)
Ballarpur Industries Ltd.
Bhubaneswar.

Witnesses

1. B. B. SUBUDHI

2.